


EXHIBIT A
PART 1

Renewal of Number NEW	 SCOTTSDALE INSURANCE COMPANY®	Policy Number BCS0010238
R/B BCS0012871	Home Office: One Nationwide Plaza - Columbus, Ohio 43215 Administrative Office: 8877 North Gainey Center Drive, Scottsdale, Arizona 85258 1-800-423-7675 (outside Arizona) A STOCK COMPANY	NJ Transaction Code: F0301-05-00372
COMMON POLICY DECLARATIONS		
Item 1. Named Insured and Mailing Address		
BADGER ROOFING CO. INC. 5 SMALLEY AVE MIDDLESEX NJ 08846		
Agent Name and Address		
CRC INSURANCE SERVICES INC 570 W MT PLEASANT AVE STE 100 LIVINGSTON NJ 07039-1619		
Agent No. 29718		Program No.: NONE
Item 2. Policy Period	From: 05-01-05 To: 05-01-06	Term: 1 Year
12:01 A.M., Standard Time at your mailing address		

**BROKERAGE
CASUALTY**

Business Description: ROOFING CONTRACTOR

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
Commercial General Liability Coverage Part	\$ 110,000.00
Commercial Property Coverage Part	\$ NOT COVERED
Commercial Crime Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ NOT COVERED
Commercial Auto (Business Auto or Truckers) Coverage Part	\$ NOT COVERED
Commercial Garage Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
	\$
	\$
Total Policy Premium	\$ 110,000.00
	\$
Total Taxes, Surcharges or Fees	\$ 135.00

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Richard J. Schuch

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

OPS-D-1 (12-00)

Home Office Copy

**COMPANY ISSUED
POLICY**



SCOTTSDALE INSURANCE COMPANY®

Policy Trail Log

Named Insured: Badger Roofing Co., Inc.

Operations: _____

Expected number of claims: 2 Expected aggregate: \$ 38,846 Deductible/SIR: \$ 5,000

Policy Number	Term	Premium	No. of Losses	Dollar Amount Paid	Loss Ratio
BCS001D238	5-1-05/06	110,000			
BCS0012871	5-1-06/07	110,000			

Initials	Date	Claim No.	Date of Loss	Report Date	Reserve or Paid	Recovery	Type of Loss & Description
U N D							
M G R					LAE		
U N D							
M G R					LAE		
U N D							
M G R					LAE		
U N D							
M G R					LAE		
U N D							
M G R					LAE		
U N D							
M G R					LAE		
U N D							
M G R					LAE		

Initials	Date	Claim No.	Date of Loss	Report Date	Reserve or Paid	Recovery	Type of Loss & Description
U N D							
M G R					LAE		
U N D							
M G R					LAE		
U N D							
M G R					LAE		
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SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF TAXES, SURCHARGES OR FEES

Policy No. BCS0010238

Effective Date: 05-01-05

12:01 A.M., Standard Time

Named Insured BADGER ROOFING CO. INC.

Agent No. 29718

OPS-D-1 (cont.)

TAXES/SURCHARGES/FEES DETAILED BREAKDOWN :

INSPECTION FEE	\$	135.00

TOTAL TAXES/SURCHARGES	\$	135.00



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. BCS0010238

Effective Date: 05-01-05

12:01 A.M., Standard Time

Named Insured BADGER ROOFING CO. INC.

Agent No. 29718

COMMON POLICY FORMS AND ENDORSEMENTS

UTS-COVPG	01-05	COVER PAGE
OPS-D-1	12-00	COMMON POLICY DECLARATIONS
UTS-126L	10-93	SCHEDULE OF TAXES, SURCHARGES OR FEES
UTS-SP-2L	12-95	SCHEDULE OF FORMS & ENDORSEMENTS
UTS-SP-3	08-96	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	07-02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
UTS-74G	08-95	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UTS-9G	05-96	SERVICE OF SUIT CLAUSE

GENERAL LIABILITY FORMS AND ENDORSEMENTS

CLS-SD-1L	08-01	COMMERCIAL LIABILITY COVERAGE PART DEC
CLS-SP-1L	10-93	GENERAL LIABILITY COVERAGE PART-EXT.
GLS-103S	09-02	DESIGNATED OPERATIONS EXCLUSION
GLS-230S	01-03	MIN & ADV PREM\MIN EARNED CANCE ENDT
CG 00 01	10-01	COMMERCIAL GENERAL LIABILITY COV FORM
CG 00 62	12-02	WAR LIABILITY EXCLUSION
CG 00 67	03-05	EXCL-VIOL OF STATS THAT GOVERN EMAIL FAX
CG 20 33	07-04	ADDL INS - OWNERS, LESSEES OR CONTR'S
CG 21 34	01-87	EXCL-DESIGNATED WORK
CG 21 35	10-01	EXCL-COV C-MEDICAL PAYMENTS
CG 21 47	07-98	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49	09-99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 53	01-96	EXCL - DESIGNATED ONGOING OPERATIONS
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 75	12-02	EXCL CERTIF ACTS OF TERRORISM & OTHR ACT
CG 21 86	12-04	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG 21 96	03-05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 22 79	07-98	EXCL-CONTRACTORS-PROF LIAB
CG 24 26	07-04	AMENDMENT OF INSURED CONTRACT DEFINITION
CG 25 03	03-97	DESIGNATED CONSTRUCTION PROJECTS GENERAL
CG 26 20	10-93	NJ CHANGES - LOSS INFORMATION
GLS-148S	06-99	LIABILITY DEDUCTIBLE (PER OCC/OFF)
GLS-152S	12-96	AMENDMENT TO OTHER INS CONDITION
GLS-169S	05-03	EMPLOYEE BENEFIT LIABILITY
GLS-58S	12-93	LEAD CONTAMINATION EXCLUSION
GLS-71S	07-97	LEASED WORKERS AMENDATORY ENDT.
GLS-74S	11-01	AMENDMENT OF CONDITIONS
UTS-131G	03-92	ASBESTOS EXCLUSION
UTS-301G	07-02	SUBSIDENCE EXCLUSION
GLS-30S	08-04	CONTRACTORS SPECIAL CONDITION



SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOCATIONS

Policy No. BCS0010238

Effective Date: 05-01-05

12:01 A.M., Standard Time

Named Insured BADGER ROOFING CO. INC.

Agent No. 29718

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy
001		5 SMALLEY AVE MIDDLESEX, NJ 08846-0000	



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. BCS0010238

Named Insured BADGER ROOFING CO. INC.

Endorsement Effective Date 05-01-05

12:01 A.M., Standard Time

Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. BCS0010238

Named Insured BADGER ROOFING CO. INC.

Endorsement Effective Date 05-01-05

12:01 A.M., Standard Time

Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the Court. In a suit instituted against any one of them under this contract, the Company agrees to abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The officer named below is authorized and directed to accept service of process on behalf of the Company:

COMMISSIONER OF INSURANCE

20 W STATE ST

TRENTON, NJ 08625

Having accepted service of process on behalf of the Company, the officer is authorized to mail the process or a true copy to:

RECIPIENT NOT REQUIRED

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. BCS0010238

Effective Date: 05-01-05

12:01 A.M., Standard Time

Named Insured BADGER ROOFING CO. INC.

Agent No. 29718

Item 1. Limits of Insurance

Coverage	Limit of Liability	
Aggregate Limits of Liability	\$ 1,000,000	Products/Completed Operations Aggregate
	\$ 2,000,000	General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	\$ 1,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage To Premises Rented To You	\$ 100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	\$ 1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	\$ NOT COVERED	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

Item 2. Form of Business and Location of Premises

Form of business: ROOFING CONTRACTOR

- ☐ Individual
 ☐ Partnership
 ☐ Joint Venture
 ☐ Trust
 ☐ Limited Liability Company
☒ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	\$ 110,000.00
Other Premium:	\$
Total Premium:	\$ 110,000.00

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CLS-SD-1L (08/01)

ADVANCE COPY



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. BCS0010238

Effective Date: 05-01-05

12:01 A.M., Standard Time

Named Insured BADGER ROOFING CO. INC.

Agent No. 29718

Prem. No. 001	Bldg. No.	Class Code 18437	Exposure IF ANY	Basis GROSS SALES/NEAREST THOUSAND	
Class Description: STORES - NO FOOD OR DRINK - OTHER THAN NOT-FOR-PROFIT				Premises/Operations	
				Rate	Premium
				7.090	
				Products/Comp Operations	
				Rate	Premium
				3.154	
Prem. No. 001	Bldg. No.	Class Code 91342	Exposure \$ 50,200	Basis PAYROLL/NEAREST THOUSAND	
Class Description: CARPENTRY ✓				Premises/Operations	
				Rate	Premium
				102.852	5,163
				Products/Comp Operations	
				Rate	Premium
				40.609	2,039
Prem. No. 001	Bldg. No.	Class Code 91585	Exposure \$ 165,505	Basis TOTAL COST/NEAREST THOUSAND	
Class Description: CONTRACTORS - SUBCONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS ✓				Premises/Operations	
				Rate	Premium
				3.191	528
				Products/Comp Operations	
				Rate	Premium
				10.217	1,691
Prem. No. 001	Bldg. No.	Class Code 97447	Exposure \$ 27,226	Basis PAYROLL/NEAREST THOUSAND	
Class Description: MASONRY ✓				Premises/Operations	
				Rate	Premium
				76.297	2,077
				Products/Comp Operations	
				Rate	Premium
				14.503	395



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. BCS0010238

Effective Date: 05-01-05

12:01 A.M., Standard Time

Named Insured BADGER ROOFING CO. INC.

Agent No. 29718

Prem. No. 001	Bldg. No.	Class Code 98677	Exposure \$ 224,898	Basis PAYROLL/NEAREST THOUSAND	
Class Description: ROOFING - COMMERCIAL 				Premises/Operations	
				Rate	Premium
				322.517	72,533
				Products/Comp Operations	
				Rate	Premium
				62.475	14,051
Prem. No. 001	Bldg. No.	Class Code 98678	Exposure IF ANY	Basis PAYROLL/NEAREST THOUSAND	
Class Description: ROOFING - RESIDENTIAL				Premises/Operations	
				Rate	Premium
				296.367	
				Products/Comp Operations	
				Rate	Premium
				92.788	
Prem. No. 001	Bldg. No.	Class Code 98884	Exposure \$ 199,232	Basis PAYROLL/NEAREST THOUSAND	
Class Description: SHEET METAL WORK - OUTSIDE 				Premises/Operations	
				Rate	Premium
				37.772	7,525
				Products/Comp Operations	
				Rate	Premium
				10.583	2,108
Prem. No.	Bldg. No.	Class Code 49950	Exposure	Basis	
Class Description: ADDITIONAL INTEREST: BLANKET CG 20 33 				Premises/Operations	
				Rate	Premium
					1,140
				Products/Comp Operations	
				Rate	Premium



SCOTTSDALE INSURANCE COMPANY®

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXTENSION OF SUPPLEMENTAL DECLARATIONS**


Policy No. BCS0010238

Effective Date: 05-01-05

12:01 A.M., Standard Time

Named Insured BADGER ROOFING CO. INC.

Agent No. 29718

Prem. No.	Bldg. No.	Class Code 73444	Exposure	Basis	
Class Description: EMPLOYEE BENEFITS 				Premises/Operations	
				Rate	Premium
					750
				Products/Comp Operations	
				Rate	Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/Operations	
				Rate	Premium
				Products/Comp Operations	
				Rate	Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/Operations	
				Rate	Premium
				Products/Comp Operations	
				Rate	Premium
Prem. No.	Bldg. No.	Class Code	Exposure	Basis	
Class Description:				Premises/Operations	
				Rate	Premium
				Products/Comp Operations	
				Rate	Premium



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Endorsement Effective Date 05-01-05

Policy No. BCS0010238

12:01 A.M., Standard Time

Named Insured BADGER ROOFING CO. INC.

Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
HOSPITAL PROFESSIONAL LIABILITY COVERAGE FORM
ERRORS AND OMISSIONS COVERAGE PART
PROFESSIONAL LIABILITY INSURANCE
BEAUTY PARLOR/BARBER SHOP PROFESSIONAL LIABILITY INSURANCE

SCHEDULE

Description of excluded operations:
1.) ALL WATERPROOFING OPERATIONS AND/OR 2.) USE OF EXPLOSIVES BY OR ON BEHALF OF AN INSURED AND/OR 3.) FIRE SPRINKLER SYSTEM INSTALLATION, SERVICE OR REPAIR BY EMPLOYEES OF ANY INSURED

This insurance does not apply to any medical incident, "damages," "bodily injury," "property damage," or "personal and advertising injury" arising out of the operations shown in the schedule above.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. BCS0010238

Named Insured BADGER ROOFING CO. INC.

Endorsement Effective Date 05-01-05

12:01 A.M., Standard Time

Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM AND ADVANCE PREMIUM/MINIMUM
EARNED CANCELLATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

MINIMUM PREMIUM \$ 93,500

Item 5. Premium Audit Condition of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, SECTION IV - LIQUOR LIABILITY CONDITIONS and SECTION IV - PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS is replaced by:

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as Advance Premium is a deposit premium only. At the close of each audit period we will compute the Earned Premium for that period and a billing notice of any Audit Premium due will be sent to the first Named Insured. The due date for the Audit Premium is the date shown as the due date on the bill. If the sum of the Advance Premium and Audit Premiums is greater than the Earned Premium, we will return the excess to the first Named Insured, subject to us retaining a Minimum Premium as shown above in the Schedule, including any premium adjustments made by endorsement to this policy during the policy period.

- c. The first Named Insured must keep records of the information we need for premium computation, and provide us or our representative copies at such times as we may request. In the event the first Named Insured fails or refuses to allow us or our representative to audit your records, we may unilaterally charge an Audit Premium for the policy period at or up to double the Minimum or Advance Premium, whichever is greater, and such Audit Premium shall be immediately due and payable on notice to the first Named Insured.
- d. If you request cancellation of this Coverage Part or policy, we will retain not less than twenty-five percent (25%) of the Advance Premium.

For purposes of this endorsement, the terms Advance Premium, Audit Premium, Earned Premium and Minimum Premium are defined as follows:

Advance Premium means the premium for this Coverage Part that is stated in the policy declarations and payable in full by the first Named Insured at the inception of the policy.

Audit Premium means the premium for this Coverage Part that is developed by calculating the difference between the Advance Premium and the Earned Premium.

Earned Premium means the premium for this Coverage Part that is developed by applying the rate(s) in

the policy to the actual premium basis for the audit period.

Minimum Premium means the lowest premium for which this Coverage Part will be written for the policy period.

AUTHORIZED REPRESENTATIVE

DATE

POLICY NUMBER: BCS0010238

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of your work: Option #4

All of "your work" that both:

1. Is neither in whole or in part within the states of Arizona, California, Colorado, Hawaii, Louisiana, Nevada, Texas or Washington; and
2. Consists of a(an):
 - a. Tract or subdivision of single or multi-family dwelling(s);
 - b. Townhouse, townhome, or other multi-unit habitational building(s);
 - c. Residential condominiums or residential cooperatives; or
 - d. Multi-use/mixed use projects that include any of the occupancies described in items a, b and c above.

That does now, or is designed to include, more than eight (8) residential units in total.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

POLICY NUMBER: BCS0010238

COMMERCIAL GENERAL LIABILITY
CG 21 35 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

ALL PREMISES AND CLASSIFICATIONS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply; and

2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

POLICY NUMBER: BCS0010238

COMMERCIAL GENERAL LIABILITY
CG 21 53 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s): Option #4

All operations upon any structure that is or is part of a(an):

- a. Tract or subdivision of single or multi-family dwelling(s);
- b. Townhouse, townhome, or other multi-unit habitational building(s);
- c. Residential condominiums or residential cooperatives; or
- d. Multi-use/mixed use projects that include any of the occupancies described in items a, b and c above.

That does now, or is designed to include, more than eight (8) residential units in total.

Specified Location (If Applicable):

Any location that is neither in whole or in part within the states of Arizona, California, Colorado, Hawaii, Louisiana, Nevada, Texas or Washington.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

POLICY NUMBER: BCS0010238

COMMERCIAL GENERAL LIABILITY

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

ALL PROJECTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Endorsement Effective Date 05-01-05

Policy No. BCS0010238

12:01 A.M., Standard Time

Named Insured BADGER ROOFING CO. INC.

Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BODILY INJURY, PROPERTY DAMAGE, PERSONAL
AND ADVERTISING INJURY LIABILITY DEDUCTIBLE ENDORSEMENT
(Per Occurrence or Offense)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Amount and Basis of Deductible	
Bodily Injury Liability	\$	5000 per occurrence
Property Damage Liability	\$	5000 per occurrence
Personal and Advertising Injury Liability (Personal Inj- ury and Advertising Injury)	\$	5000 per offense

APPLICATION OF ENDORSEMENT

Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury," "property damage," and "personal and advertising injury," ("personal injury" and "advertising injury") however caused:

NO LIMITATION

1. Our obligation under the Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury Liability ("Personal Injury" and "Advertising Injury") Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as

applicable to such coverages, and the Limits of Insurance applicable to Each Occurrence or offense for such coverages will be reduced by the amount of such deductible. Aggregate Limits for such coverages shall not be reduced by the application of such deductible amount.

2. The deductible amounts apply to damages and all legal and loss adjustment expenses.
3. The deductible amounts stated in the Schedule above apply:
 - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Personal and Advertising Liability ("Personal Injury" and "Advertising Injury") Coverage, to all damages because of "personal injury" or "advertising injury"

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as the result of any one "occurrence" or offense, regardless of the number of persons or organizations who sustain damages because of that "occurrence" or offense.

4. The terms of this insurance, including those with respect to our right and duty to defend any "suits" seeking those damages and your duties in the event of an "occurrence," offense, claim or "suit," apply.

irrespective of the application of the deductible amount.

5. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

AUTHORIZED REPRESENTATIVE

DATE

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. BCS0010238

Named Insured BADGER ROOFING CO. INC.

Endorsement Effective Date 05-01-05

12:01 A.M., Standard Time

Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV -
COMMERCIAL GENERAL LIABILITY CONDITIONS is
deleted in its entirety and is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary except when b. below
applies.

b. Excess Insurance

This insurance is excess over any other insurance,
whether primary, excess, contingent or on any other
basis:

- (1) That is Fire, Extended Coverage, Builder's Risk,
Installation Risk or similar coverage for "your
work";
- (2) That is Fire insurance for premises rented to
you or temporarily occupied by you with per-
mission of the owner;
- (3) If the loss arises out of the maintenance or use
of aircraft, "auto" or watercraft to the extent not
subject to Exclusion g. of Coverage A (Section
I); or

- (4) That is valid and collectible insurance available
to you under any other policy.

When this insurance is excess, we will have no duty
under Coverages A or B to defend the insured
against any "suit" if any other insurer has a duty to
defend the insured against that "suit." If no other in-
surer defends, we will undertake to do so, but we will
be entitled to the insured's rights against all those
other insurers.

When this Insurance is excess over other insurance,
we will pay only the amount of the loss, if any, that
exceeds the sum of:


- (1) The total amount that all such other insurance
would pay for the loss in the absence of this in-
surance; and
- (2) The total of all deductible and self-insured
amounts under all other insurance.

If a loss occurs involving two or more policies, each
of which states that its insurance will be excess,
then our policy will contribute on a pro rata basis.

AUTHORIZED REPRESENTATIVE

DATE

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	SCOTTSDALE INSURANCE COMPANY®	ENDORSEMENT NO. _____
Attached to and forming a part of Policy No. BCS0010238 Named Insured BADGER ROOFING CO. INC.		Endorsement Effective Date 05-01-05 12:01 A.M., Standard Time Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFIT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Limits of Liability	Premium
Employee Benefits Programs	\$ 1,000,000 Each Employee \$ 1,000,000 Aggregate	\$ INCL

A. The following is added to the SECTION I - COVERAGES:

COVERAGE - EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph E. (SECTION III-LIMITS OF INSURANCE) of this endorsement; and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments of the Commercial General Liability Coverage Form.

b. This insurance applies to damages only if:

- (1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission takes place in the "coverage territory," and;
- (3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Dishonest, Fraudulent, Criminal Or Malicious Acts

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Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program."

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable

effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement the following applies to the SUPPLEMENTAL PAYMENTS - COVERAGES A AND B:

1. All references to **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are replaced by **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND EMPLOYEE BENEFITS LIABILITY**.

2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 4. of SECTION II - WHO IS AN INSURED are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program."
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

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- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, Paragraph 3. of **SECTION II - WHO IS AN INSURED** does not apply.

E. For the purposes of the coverage provided by this endorsement, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program."
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions;
 negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

F. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

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- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis and that applies to an act, error or omission.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay

for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **SECTION V - DEFINITIONS** Section:

1. "Administration" means:

- a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

- 2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

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4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tui-

tion assistance plans; transportation and health club subsidies; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

AUTHORIZED REPRESENTATIVE

DATE

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. BCS0010238

Named Insured BADGER ROOFING CO. INC.

Endorsement Effective Date 05-01-05

12:01 A.M., Standard Time

Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement excludes "occurrences" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; or from the operations of the insured, which result in:

- a. "Bodily Injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property Damage" arising from any form of lead;
- c. "Personal Injury" arising from any form of lead;
- d. "Advertising Injury" arising from any form of lead;

e. **Medical Payments** arising from any form of lead;

- f. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- g. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. BCS0010238

Named Insured BADGER ROOFING CO. INC.

Endorsement Effective Date 05-01-05

12:01 A.M., Standard Time

Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEASED WORKERS AMENDATORY ENDORSEMENT
COST WILL BE CONSIDERED PAYROLL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following provision is added to the **Premium Audit** condition contained in the **CONDITIONS** section of the policy:

If "leased workers" are furnished to you by a labor leasing firm and the payroll for the "leased workers" is unavailable, we will compute the premium based on 100 % of the total cost of the contract for the "leased workers." This percentage (%) of the total cost will be considered payroll. The premium on such payroll will be based on the classifications and rates which would have applied if the "leased workers" had been your direct "employees."

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. _____

Attached to and forming a part of

Policy No. BCS0010238

Named Insured BADGER ROOFING CO. INC.

Endorsement Effective Date 05-01-05

12:01 A.M., Standard Time

Agent No. 29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

The coverage afforded by this policy does not apply to bodily injury, personal injury or property damage arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
2. The use of asbestos in construction or manufacturing any good, product or structure; or
3. The removal of asbestos from any good, product or structure; or

4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of claim or suit related to any of the above.



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT
NO.** _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
BCS0010238	05-01-05	BADGER ROOFING CO. INC.	29718

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SPECIAL CONDITIONS

The following Condition is added to the policy.

Contractors Special Conditions

You will obtain current certificates of insurance from all independent contractors providing evidence of:

1. "Bodily injury" and "property damage" liability Limits of Insurance equal to or greater than the limits provided by this policy; and
2. Coverage equal to or greater than the coverages provided by this policy.

Failure to comply with this condition does not alter the coverage provided by this policy. However, should you fail to comply, a premium charge will be made at the time of audit. The premium charge will be com-

puted by multiplying the "total cost" of all work sublet that fails to meet the above condition, by the rate per \$1,000 payroll for the applicable classification of the work performed.

If the policy does not contain the applicable classification and rate of the work performed, we will multiply our usual and customary rate per \$1,000 payroll for that classification by the net modification factor, if any, applied to the policy rates.

For purposes of this endorsement, "total cost" means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

AUTHORIZED REPRESENTATIVE

DATE



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT
NO.** _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSIDENCE EXCLUSION

This policy does not apply to "bodily injury" or "property damage" caused by, resulting from, attributable or contributed to, or aggravated by the subsidence of land as a result of landslide, mudflow, earth sinking or shifting, resulting from operations of the named insured or any subcontractor of the named insured.

All other terms and conditions remain unchanged.

AUTHORIZED REPRESENTATIVE_____
DATE

COMMERCIAL GENERAL LIABILITY
CG 00 67 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF
SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2.,
**Exclusions of Section I – Coverage A – Bodily
Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- B. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.